

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made as of the first day of October, 2006 (the "Effective Date") by and between TEVA Neuroscience, Inc., a Delaware corporation, located at 901 E. 104th Street, Suite 900, Kansas City, Missouri 64131 ("TEVA"), and Advanced Care Scripts, Inc., a Florida corporation located at 3160 Southgate Commerce Blvd., Suite 60, Orlando, Florida 32806 ("ACS").

RECITALS

WHEREAS, in preparation for implementation of the Medicare Part D Program in 2006, TEVA engaged and trained a group of outside contractors and associates to assist Medicare-eligible COPAXONE[®] patients with (i) the financial evaluation of Medicare Part D Plan offerings based on the prescription drugs the patient was then using or planning to use, and (ii) with the search for financial assistance programs when necessary;

WHEREAS, TEVA is unable to support such an effort internally this year, and it is anticipated that there will be many changes to the Medicare Part D Plan offerings;

WHEREAS, TEVA desires to engage ACS to provide those benefit investigation services for Medicare-eligible individuals identified by TEVA who are taking COPAXONE[®], or are contemplating initiating therapy with COPAXONE[®] ("Patients") who express a desire for such assistance, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, TEVA and ACS, hereby agree as follows.

1. SCOPE OF SERVICES

1.1 During the term of this Agreement, ACS shall provide benefit investigation services designed to assist Patients identified by TEVA with the evaluation of Medicare Part D Plans and sources of financial assistance where appropriate as described in Exhibit A attached hereto and incorporated herein (the "Services").

1.2 ACS shall provide necessary personnel, facilities, equipment and supplies required for fulfillment of its obligations under this Agreement. In fulfilling its obligations hereunder, ACS shall employ only persons with the appropriate knowledge, training and qualifications to perform the Services hereunder.

1.3 ACS agrees to comply with all licenses, regulations and laws applicable to the Services including all applicable federal, state and local laws including, for example, those concerning fraud and abuse in the health care industry, telephone, fax and e-mail communications, and the health information privacy regulations promulgated under the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

2. TERM AND TERMINATION

2.1 Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect for a period of one (1) year unless earlier terminated as provided herein.

2.2 TEVA's Right to Terminate Without Cause. TEVA shall have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to ACS.

2.3 TEVA's Right to Terminate Due to Regulation. TEVA shall have the right to immediately terminate this Agreement in the event the Federal Food and Drug Administration or Centers for Medicare and Medicaid or any other regulatory agency prohibits the Services which form the basis of this Agreement or by their intervention make the Services contained herein unfeasible or if TEVA withdraws a product which forms the basis of this Agreement.

2.4 Termination Upon Bankruptcy or Insolvency. In the event either party becomes insolvent, makes an assignment for the benefit of creditors, files a petition for bankruptcy, is the subject of a petition in bankruptcy which is not dismissed within sixty (60) days from the filing thereof, becomes the subject of any receivership proceeding or admits in writing its inability to pay its debts generally as they become due, the other party may immediately terminate this Agreement by written notice of termination to the other party.

2.5 Termination for Material Breach. If either party commits a material breach of any provision of this Agreement or at any time fails or refuses to fulfill obligations hereunder, the non-breaching party may give the breaching party notice specifying in reasonable detail the breach and requesting that the breach be cured. If the breach is not cured within 10 business days after written notice of such breach, the non-breaching party shall have the right to terminate the Agreement effective upon notice to the breaching party and to exercise all rights and remedies.

2.6 Effects of Termination. In the event of early termination as provided in this Article 2, TEVA's liability for payment shall be limited to payment for Services rendered or expenses incurred by ACS prior to the effective date of termination as specified in the notice. ACS agrees to provide an efficient and complete transfer of case files and work on case files associated with the Services to TEVA and/or its designated representative.

3. **COMPENSATION AND PAYMENT**

3.1 Compensation. TEVA shall pay ACS compensation for the Services performed by ACS as set forth in Exhibit A. Such compensation may be modified only upon the prior written agreement of the parties. Should the scope of Services as set forth in Exhibit A be expanded, resulting in any change in compensation, both parties shall agree in writing prior to services commencing.

3.2 Invoicing and Payment. ACS shall submit an invoice to TEVA within fifteen (15) days following the end of each calendar month. Each such invoice will be accompanied by a report in a form mutually agreed upon detailing the computation of the compensation for the calendar month covered by such invoice and including information such as MRN, Part D Plan in which the patient enrolled, whether the patient qualified for the Medicare low income subsidy, and whether the patient qualified for other assistance programs. Payment shall be made to ACS within ten (10) days after receipt of an invoice. In the event there is a disputed charge, payment for that portion of the invoice shall be withheld, pending resolution of the dispute.

3.3 Expenses. Except for expenses approved in advance by TEVA, ACS shall be responsible for all costs and expenses incurred by ACS and its approved contractors in performing the Services.

4. **SUB-CONTRACTING**

4.1 ACS shall not utilize any sub-contractors to perform Services without the prior written consent of TEVA. In the event ACS utilizes independent contractors approved by TEVA to perform certain

portions of the Services, ACS shall be responsible for the quality of the Services performed by the independent contractors and for the payment of the independent contractors.

5. CHANGES AND MODIFICATIONS

5.1 The parties may at any time change the extent of the Services covered by this Agreement. In the event this change causes an increase or decrease in costs, then an equitable adjustment of the compensation to be paid to ACS shall promptly be negotiated by TEVA and ACS.

6. INDEMNIFICATION

6.1 ACS will indemnify and hold TEVA harmless from and against any and all claims, demands, liabilities and causes of action (including costs and reasonable attorney's fees) of third parties arising from or based upon (i) a breach of this Agreement, or (ii) negligent or intentional acts or omissions of ACS or its agents or employees related to this Agreement, provided that ACS will have no liability to Teva under this paragraph unless ACS is promptly notified in writing of all claims asserted and actions instituted against TEVA and is given the opportunity to defend the same at its own cost and expense.

6.2 TEVA will indemnify and hold ACS harmless from and against any and all claims, demands, liabilities and causes of action (including costs and reasonable attorney's fees) of third parties arising from or based upon negligent or intentional acts or omissions of TEVA or its agents or employees related to this Agreement, provided that Teva will have no liability to ACS under this paragraph unless Teva is promptly notified in writing of all claims asserted and actions instituted against ACS and is given the opportunity to defend the same at its own cost and expense.

6.3 This provision does not require a party to indemnify, defend or hold harmless the other party (including costs and reasonable attorney's fees) for any actions or conduct of the other party giving rise to liability, and nothing in this Article 6 shall be construed to transfer to the indemnifying party any liability for any acts or conduct of the other party.

6.4 The obligations of the parties pursuant to this Article 6 shall survive completion or termination of this Agreement.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, "Confidential Information" shall mean information, in whatever form, verbal or written, disclosed or becoming known by one party to the other in connection with ACS' provision of Services under this Agreement, including but not limited to patient information, except:

(a) information that is or becomes publicly known or available through no breach of this Agreement;

(b) documented information from a source other than the other party hereunder that is rightfully in each party's possession prior to the effective date of this Agreement;

(c) information that is disclosed to either party by a third party unless such disclosure constitutes, or either directly or indirectly results from, a breach of any agreement to which ACS or TEVA is a party; and

(d) information that is independently developed or acquired by the other party without violating any provision of this Article 7.

7.2 Confidentiality Obligation. The parties agree that they will make reasonable efforts to maintain all Confidential Information in strict confidence and that neither will permit Confidential Information in its possession to be disclosed to any third party or used for any purpose except to carry out the Services hereunder unless otherwise authorized by the disclosing party. As outlined in Exhibit A, ACS shall follow strict security measures in maintaining patient information.

7.3 Required Disclosure. If either party is required to disclose the Confidential Information of the other party as part of a judicial process, government investigation, legal proceeding, or other similar process, the recipient, if reasonably possible to do so, shall give prior written notice of the disclosure requirement to the other party. Reasonable efforts shall be made to provide such prior written notice in sufficient time to allow the other party to seek an appropriate protective order or modification of any such required disclosure.

7.4 Destruction of Confidential Information. Upon request by either party, the receiving party will destroy or erase all copies of any Confidential Information supplied to it unless it is unlawful to do so.

7.5 Entity Responsibility. The obligations contained in this Agreement shall extend to and be binding upon any employee, affiliate or consultant of the party who has access to Confidential Information pursuant to this Agreement. Each party agrees that each of its employees, affiliates, and consultants who are granted access to the Confidential Information shall be subject to an obligation of confidentiality and nondisclosure with respect to the Confidential Information.

7.6 No Transfer of Rights. No property, license, right or immunity, express or implied, shall arise from, or be derived by either party under this Agreement for commercial use of any Confidential Information now or hereafter owned or controlled by the other.

7.7 Survival. The obligations of confidentiality established herein shall continue in full force and effect for a period of ten (10) years following the expiration or other termination of this Agreement.

8. OWNERSHIP

8.1 TEVA Proprietary Property. Except as otherwise provided by, and subject to the provisions of, this Article 8, TEVA shall own all rights, title and interests in and to (a) the data and information specific to the Services, including but not limited to, data regarding patients contacted in connection with the Services, that is (i) collected by ACS pursuant to this Agreement, (ii) provided to ACS by TEVA or TEVA vendors; (iii) reported by ACS to TEVA in its reports hereunder, or (iv) contained in any database used by ACS to conduct the Services and (b) all TEVA copyright materials, trademarks, tradenames and servicemarks (collectively, "TEVA Proprietary Property"). Unless required by law or agreed to in writing by TEVA, ACS shall maintain as Confidential Information and shall not provide to any third party or use for any purpose other than in connection with the Services provided hereunder any TEVA Proprietary Property or any information contained in ACS's case notes prepared hereunder without TEVA's prior written

consent. Notwithstanding the foregoing, ACS may provide to third party sources of patient assistance funds the patient information necessary to apply for such funds, provided that the patient has given consent.

8.2 **ACS Proprietary Property.** Notwithstanding any other provisions of this Agreement, ACS retains all right, title and interest in and to the (i) proprietary programs, processes or other materials owned by ACS, (ii) all ACS copyright materials, trademarks, tradenames and servicemarks, and (iii) nonpublic information designed or developed independently by ACS other than such data specific to the Services which is owned by TEVA pursuant to Section 8.1. Such materials shall be ACS' proprietary property (collectively, "**ACS Proprietary Property**"). Unless required by law, TEVA shall maintain in confidence and shall not provide to any third party or use for any purpose (other than TEVA's internal purposes in connection with the Services and its business) any ACS Proprietary Property without ACS' prior written consent.

8.3 **Joint Developments.** In the event that the parties desire to jointly develop a proprietary program, process or invention, the parties shall negotiate in good faith regarding the funding of such jointly developed program, process or invention and ownership and use rights with respect to such jointly developed program, process or invention prior to undertaking such joint development effort.

9. WARRANTIES AND REPRESENTATIONS

9.1 TEVA and ACS each warrant and represent to the other that each has the authority to enter into this Agreement and to perform all obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party for whom such person is signing.

9.2 TEVA and ACS each warrant and represent to the other that the compensation described in this Agreement is based on the fair market value of the Services, and no other compensation of any type is being provided.

9.3 ACS warrants and represents that the Services shall be conducted in accordance with the specifications outlined in Exhibit A. ACS further warrants and represents that it shall perform all Services in a professional and ethical manner.

9.4 ACS warrants and represents that it neither has nor will enter into any arrangement with a Medicare Part D Plan Sponsor or its agent that would provide remuneration of any kind to ACS for referring Patients. ACS further warrants and represents that its evaluation of available Part D Plans for each Patient will be conducted with the best interests of the Patient in mind, and ACS will not in any way limit that evaluation to Part D Plans with which ACS has an agreement or any other type of arrangement with respect to ACS' specialty pharmacy business.

9.5 ACS represents and warrants that ACS is responsible for the payment of compensation to its personnel, including all personnel assigned to the performance of ACS's undertakings herein, federal and state income tax withholding, social security taxes and unemployment insurance applicable to such personnel as employees of ACS.

9.6 ACS represents and warrants that notwithstanding any other workers' compensation or insurance policies maintained by TEVA, ACS is responsible for the procurement and maintenance of workers' compensation coverage sufficient to meet the statutory requirements for ACS's personnel who are engaged in the performance of ACS's undertakings herein.

9.7 ACS warrants and represents that neither it nor any of its agents or employees performing Services pursuant to this Agreement is under investigation by the FDA for debarment action or is presently

debarred pursuant to the Generic Drug Enforcement Act of 1992 (21 U.S.C. 301 et. seq.). Additionally, ACS agrees to notify TEVA immediately upon any inquiry concerning, or commencement of any such proceeding concerning, any such person. ACS agrees to ensure the continuity of personnel assigned to perform Services hereunder.

10. RECORDS AND AUDIT

10.1 ACS shall maintain records pertaining to this Agreement on the basis of generally accepted accounting principles for three (3) years after this Agreement has expired or has been terminated. These records shall be available to TEVA or TEVA's authorized representative at mutually convenient times. TEVA shall have the right to audit ACS' records, at TEVA's sole expense, with TEVA internal auditing personnel or an independent auditing firm of TEVA's choice, upon reasonable notice to ACS for the purpose of ensuring ACS's compliance with the provisions of this Agreement and to verify the accuracy of ACS's invoices.

11. INSURANCE

11.1 In addition to maintaining the statutory Employers Liability and Workers' Compensation Insurance, ACS shall carry commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) during the term of this Agreement. ACS shall cause its insurance carrier to provide TEVA with at least thirty (30) days prior notice of cancellation of such insurance. The amount of insurance coverage shall not limit in any way ACS's obligations to indemnify TEVA pursuant to Article 6.

13. MISCELLANEOUS

13.1 Independent Contractor Status. ACS is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between ACS and TEVA. Neither party shall have the authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any third party. ACS has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be carried out by ACS hereunder, unless otherwise provided herein.

13.2 Assignment. This Agreement and the rights and duties hereunder shall not be assignable by ACS or TEVA except upon written consent of the other; provided, however, that TEVA may assign this Agreement and its rights and duties hereunder without the consent of ACS to any affiliate of TEVA or to any purchaser of all or substantially all of its assets. For purposes of this Section, an "affiliate" of TEVA is any entity that controls, is controlled by, or is under common control with TEVA. "Control" is the ability to direct the affairs of TEVA through the ownership of stock, contract or other means.

13.3 Notice. Whenever a party hereto desires or is required to give any notice, demand or request with respect to this Agreement, such communication shall be effective only if it is in writing and delivered by personal service, facsimile transmission (with satisfactory evidence of receipt), courier service (with satisfactory evidence of delivery) or mailed, certified mail, postage prepaid, addressed as follows:

If to TEVA, to: TEVA Neuroscience, Inc.
 901 East 104th Street, Suite 900
 Kansas City, MO 64131
 Attention: Assistant General Counsel.

Fax: (816) 508-5503
Fax: 816-508-5015

If to ACS, to: Advanced Care Scripts, Inc.
 3160 Southgate Commerce Blvd.
 Orlando, FL 32806
 Attention: _____
 Fax: _____

Such communications shall be effective when they are received by the addressee thereof, but if sent by certified mail in the manner set forth above, they shall be effective two (2) business days after being deposited in the mail or if sent by courier or facsimile transmission they shall be effective on the day after delivery. A party may change its address for such communications by giving notice thereof to the other party in conformity with this Section 13.3.

13.4 Entire Agreement. This Agreement and all of its attachments constitute the entire agreement between TEVA and ACS with respect to the subject matter of this Agreement, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

13.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the provisions thereof relating to conflicts of laws.

13.6 Remedies. The rights and remedies of ACS and TEVA set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

13.7 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

13.8 No Waiver; Modifications. No provision of this Agreement may be waived, amended or otherwise modified, except by a written agreement signed by each party hereto. The waiver by a party of the breach of any provision hereof shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

13.9 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid and unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or enforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction, unless invalidity of a certain provision affects the entire basis of the bargain for a party.

13.10 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.


13.12 Notice of Actions. Each party hereto shall promptly notify the other party in writing of any claims, demands or actions having any bearing on this Agreement.

13.13 Publicity. ACS shall not use the name of TEVA in any publicity releases, advertising or other promotional activities without the prior written consent of TEVA. ACS shall not publish any results of the Services performed hereunder.

13.14 Force Majeure. Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the parties reasonable control. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost due to any such delay or failure which is excusable hereunder; provided, however, that if such delay shall, in the aggregate, last for a period of more than thirty (30) days, the party not relying on the excusable delay, at its option, may terminate this Agreement upon written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above by their duly authorized representatives.

TEVA NEUROSCIENCE, INC.

By 
Name Denise C. Lynch
Title Director Customer Resources
Date 10/4/06

ADVANCE CARE SCRIPTS, INC.

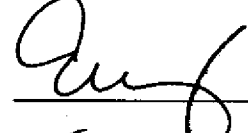
By 
Name EDWARD HENSLEY
Title SVP
Date 09/29/06

EXHIBIT A
STATEMENT OF WORK

TEVA's Obligations

- TEVA shall provide to ACS in an electronic, secure format specified by ACS the names, MSNs and contact information of Medicare-eligible individuals to whom Shared Solutions® has provided assistance during 2006 and patients who are new to therapy and indicate that they would like assistance with benefits investigation.
- TEVA will contact each Patient to explain the benefits investigation services being offered through ACS and determine if the Patient is interested in taking advantage of those services. If the Patient indicates such an interest, TEVA will notify ACS.

ACS' Obligations

- Database. ACS shall manage the initial download of information for approximately 1,400 Patients. The Patient database shall be maintained with strict security, and ACS shall notify TEVA if there is any breach of security that could lead to disclosure of any of the Patient information. The database will be updated to reflect the status of each Patient case. At the conclusion of the Services, the Patient data shall be returned to TEVA.
- Outreach. If requested by TEVA, ACS shall conduct a letter and/or telephone outreach program to inform Patients about the Services.
- Part D Plan Evaluation and Application.
 - ACS will prepare a script for its calls with Patients which must be approved by TEVA. ACS will follow that script to the best of its ability in conducting the Services.
 - After receiving an indication from TEVA that a Patient has consented to working with ACS on benefits investigation, ACS shall contact the Patient. ACS will verify that the Patient understands what ACS will be doing and consents.
 - ACS will confirm with the Patient the current benefit structure offered by the Patient's Medicare Part D Plan, as defined in Section 423.4 of the Medicare Part D Regulations, ("Part D Plan"), if any, and solicit from the Patient any concerns that he or she may have with the current Part D Plan structure. ACS will also obtain a list of medications the Patient is currently taking in addition to COPAXONE for use in evaluating Part D Plan options that are best for that Patient.
 - If appropriate, ACS will identify Part D Plans available to the Patient and which Plans may be most appropriate based on the Patient's list of medications and economic and other factors discussed with the Patient. ACS will explain the options to the Patient, but ACS will not recommend or endorse a specific Part D Plan. The decision regarding which Part D Plan to select must be the Patient's.
 - Once the Patient has selected a Part D Plan, ACS will assist the Patient with completing and filing the application form to the extent the Patient is interested in such assistance. ACS must obtain the Patient's clear consent to assist with this step and will document the

receipt of consent in a reasonable manner. ACS shall send the Patient written confirmation concerning actions taken by ACS on behalf of the Patient including enrollment in a Part D Plan. The format of such correspondence shall be mutually agreed upon by ACS and TEVA.

- Low Income Subsidy. ACS shall assess the Patient's eligibility for the Medicare low-income subsidy through Social Security. If applicable, ACS shall assist the Patient in applying for the subsidy on-line.
- State Wrap-Around Coverage. ACS shall assess the Patient's eligibility for a state prescription assistance program that provides "wrap-around" coverage when a patient reaches the Medicare Part D "doughnut hole." If applicable, ACS shall assist the Patient with the application for such assistance.
- Patient Assistance Funds. ACS shall assess the Patient's eligibility for certain charitable funds that may be available for Medicare Part D beneficiaries. If applicable, ACS shall assist the patient with the preparation of any credentialing forms and, where appropriate, submit such information to the fund.

Standards

In conducting the Services outlined above, ACS will comply with the following :

- ACS must act in the best interests of the Patient. ACS must consider all appropriate Part D Plan options for the Patient whether or not ACS is in that Part D Plan's pharmacy network. Further, in evaluating available Part D Plans for a Patient, ACS must take into account all the Patient's medications, not just COPAXONE.
- ACS must ensure that it has the Patient's consent to work with that Patient and, if at any time the Patient withdraws that consent, ACS will end contact with the Patient.
- ACS must verbally provide a disclaimer to the Patient which includes at least the following elements: (i) ACS and Shared Solutions do not recommend or endorse any particular Medicare Part D Plan; (ii) ACS uses reasonable efforts to provide accurate information about Plans but makes no warranty or representation as to its accuracy; (iii) information ACS provides is based on input it receives from the Patient and from publicly-available sources, including internet sites of Part D Plans and communications with those Plan Sponsors; (iv) the Patient's use of information provided by ACS is solely the Patient's decision, and neither ACS nor Shared Solutions assumes any responsibility or liability for errors or omissions in the information provided; and (v) neither ACS nor Shared Solutions will be held responsible for any action taken by the Patient that is based on information ACS provides.

Fees

- ACS shall receive a fee of \$150.00 for each Patient to whom ACS provides benefits investigation services.